Agreement

Between

NSDL Database Management Limited (NDML)

&

Academic Institutions (AI)

For

NDML Academic Depository (NDMLAD)

This Agreement is entered into By and Between

_____ **Name of the Academic Institution** _____which expression shall unless repugnant or inconsistent with the context or meaning thereof, be deemed to mean and include its business administrators, successors in title, legal representatives and permitted assigns) as the Academic Institution;

And

NSDL DATABASE MANAGEMENT LIMITED (a wholly owned subsidiary of the National Securities Depository Limited), a Company incorporated under the Companies Act, 1956 and having its Registered Office at 4th Floor, Trade World, 'A' Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel Mumbai - 400 013 (hereinafter referred to as "NDML" which expression shall, unless it be repugnant to the subject or context thereof, shall deem to mean and include its successors and assigns).
Whereas

The Academic Institution is desirous of lodging its academic awards in NDML Academic Depository (NDMLAD) system amongst the following categories:

(a) any certificate or degree or diploma including related mark-sheets, transcript or evaluation reports or provisional certificates, as the case may be, granted by an Academic Institution; this will also include certificate, degree, diploma for skill development;
(b) All certifications by National Skill Qualification Framework (NSQF) aligned bodies. This would include all training courses/short term and long term certificate courses/any other courses as offered by institutions approved by the Ministry of Skill Development & Entrepreneurship (MSDE) for participating in NDMLAD system;
(c) Mark sheets, certificates issued by the boards;
(d) Certificates issued by eligibility test conducting bodies.

And the other part, having been authorized as one of the digital depositories in NDML for the purposes of establishment of NDMLAD system, agree to offer its services for the purpose of enabling the lodging, authentication and verification of academic awards through the NDML.

Service Level Agreement (SLA) defines the terms of the other part's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same.

THE PARTIES AGREE AS FOLLOWS:

1. Purpose

- The objective of this Agreement is to make the verification of academic awards easier without involving any agency/consultant.
- To serve as the digital depository for all academic certificates.
- Provide with access to standard, well-maintained IT infrastructure which your institution can provide services to verifiers and students

2. Obligations of the Academic Institution

   a) The Academic Institution shall provide the necessary information such as Award templates, data masters, student identity details, NDML certificate ID etc.
   b) The Academic Institution shall review and confirm the, master data, Award Images and Award data lodged in NDMLAD system.
   c) The Academic Institution shall issue necessary administrative and procedural instructions as are necessary to bring and mandate use of NDMLAD system services.
   d) The Academic Institution may take necessary steps to popularize the use of the system and facilitate expansion of the system usage.
   e) The Academic Institution shall ensure that the data downloaded by the authorized users of the Academic Institution is used only for authorized purposes.
   f) The Academic Institution shall ensure to revoke the access of such of its officials who are no longer required to access NDMLAD system for uploading / downloading information or using NDMLAD system.
   g) The Academic Institution shall identify the officials to be trained for using NDMLAD system and arrange to set-up training programs and issue internal instructions in this regard.
   h) The Academic Institution shall appoint and notify project coordinators from its side who will meet with the other part on a regular basis and provide necessary guidance, support and review the progress made.

3. Process of verification

   a. Verifier can send NDML a request for verification of current/prospective employees, vendor staff academic credentials and academic credentials of all of your related business partners. Accordingly we will forward the same request to the concern academic institution.
   b. Academic institution will upload all the academic awards in NDMLAD system so that NDML can verify the awards and provide confirmation of verification to the verifier.
   c. A person requiring verification and authentication of any specific academic award in the NDMLAD system will register on the NDML after complying with a process of KYC and on the payment of applicable charges.

4. Payment Terms

   a. Academic Institution shall notify the charges/tariffs payable by verifier in the form of ceilings on each of the NDML services.
   b. Payment for any service(s) shall be made by the Academic Institution as per the rates as agreed between the Academic Institution and the other part.
   c. The charges agreed upon after following due process between the Academic Institution for any service(s) being availed by it and the verifier shall not exceed the corresponding charge ceilings as notified by the NDMLAD system.
   d. The list of various service charges is at Annexure A. These rates cannot be modified to the disadvantage of the Academic Institution.
   e. In case the notified tariffs and charges against the NDML services are found unreasonable at any stage, the competent authority as decided by the Government may form an investigation team to look at the reasonableness of the tariff/charges and its order on the matter shall be final and binding on the verifier.

5. Hardware & Software Infrastructure

   5.1. Infrastructure

   a. Verifier shall use its own infrastructure. This shall include, all hardware as is required for the successful operation, maintenance and implementation of the Project;
   b. Verifier shall host the server infrastructure of NDDMLAD system in a data centre facility as decided by it;
   c. Verifier shall deploy its own human resource / vendor for all the aforementioned activities and would deploy adequately skilled manpower resources to implement NDMLAD system within the specified time.
   d. Verifier shall use its own hardware and licensed software including other software such as required for this application.
   e. The NDMLAD system comprising portal/IT infrastructure/stakeholders should adhere to the Information Technology Act 2000 and all amendments thereof.
   f. The web-based NDMLAD system application provided by NDML should meet the Uptime requirement of at least 99.5%.
   g. NDMLAD system should be compliant.

   5.2. Archival and Duration of storage

   The academic awards data shall be stored on the SAN (Storage Area Network). Academic Institution shall have a well-designed archival facility with an audit trail for NDMLAD system.

   5.3. Ownership of Hardware, Software & Data

   The ownership of hardware and software resources deployed by the Academic Institution shall rest with it. The data received by the other part from the Academic Institution shall, at all times, remain the exclusive property of the Academic Institution.

6. Confidentiality

   The data/academic awards are provided by the Academic Institution to verifier for hosting on the NDMLAD system portal for the purpose of being ultimately downloaded by various stakeholders. Such data/academic awards shall be considered as "Confidential Information" from the date on which it is received by the other part (as per the process of supply of data that has been mutually agreed to between the Academic Institution and the other part in writing) till the date on which it is hosted on the NDMLAD system portal and made available to public at large. Verifier shall ensure complete confidentiality of such data/academic awards provided by the Academic Institution, until the time it is hosted on NDMLAD system and it agrees to limit disclosure of confidential information to employees, software developers on a "need to know" basis. Verifier shall not make or allow any of its employees, developers or agents working on the NDMLAD system project to make any unauthorized use of the confidential information for any purpose directly or indirectly. Employees, agents and developers working on NDMLAD system project shall be underwritten obligations of confidence and non-use with respect to such confidential information received thereto. Verifier will be responsible to ensure that no piece of

confidential information will be passed on to any other third party without written permission of the Academic Institution or any Official authorised by the Academic Institution. Adequate provisions shall be made not to allow unrestricted access to such confidential information to employees who are not involved on the NDML Project.

7. Service Quality

   a) Verifier shall comply with the provisions as stipulated in the tripartite agreement carried out between Academic Institution and NDML.
   b) Verifier shall strictly follow the uptime application norms as devised and amended from time to time.
   c) Verifier shall use the data provided to them by the Academic Institution strictly in the Agreement (between Academic Institution and NDML)and in no other manner. In the event of any misuse of data by the other part by way of interpolations or tampering of the data provided to them by the Academic Institution, shall be dealt with as per the penal provisions provided under the Indian Law.

8. Indemnity

   1. Both the parties shall indemnify each other as mentioned herein. The Indemnifying Party undertakes to indemnify and hold harmless the Indemnified Party from and against all losses, claims or damages to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to :
   a. the Indemnifying Party's breach or non-performance of any of the Indemnifying Party's undertakings, warranties, covenants, declarations or obligations under this Agreement;
   b. The Academic Institution shall indemnify and hold harmless to the verifier from any claims by third parties for damages or loss caused arising from the inaccuracy or deficiency in the data of academic awards as provided by the Academic Institution to the verifier and hosted on the NDMLAD system.

9. Term & Termination

9.1. Term

   I. The agreement shall be completely free of cost until further notice by NDMLAD.
   II. NDMLAD system shall transfer all the records/data provided to them by the Academic Institution to NDMLAD system.

9.2. Termination

Revocation of appointment of the Verifier:

1. The Academic Institution may, if it is satisfied after making such enquiry as it deems fit, revoke the appointment of the verifier on any or all of the following grounds, namely;

   a. where verifier, in the opinion of the Academic Institution, makes willful or continuous default in any act of commission or omission as required by or under the Service Level Agreement;

b. where the verifier commits breach of any of the terms or conditions of the appointment as digital depository of NDMLAD system which is expressly declared by such appointment to render it liable to revocation;

c. where the verifier fails, within the period fixed in this behalf by its appointment, or any longer period which the Academic Institution may have granted therefore, to show, to the satisfaction of the Academic Institution, that such agency is in a position fully and efficiently to provide the services required of it and discharge its duties and obligations imposed on it by its appointment;

d. where in the opinion of the Academic Institution, the financial position of the verifier is such that such agency is unable fully and efficiently to provide the services required of it or discharge the duties and obligations imposed on it, by its appointment;

2. No appointment shall be revoked under Clause 9.2 unless the Academic Institution has given to the verifier not less than 30 days' notice, in writing, stating the grounds on which it is proposed to revoke the appointment, and has considered any cause shown by the verifier within the period of that notice, against the proposed revocation.

3. Where the Academic Institution revokes the appointment under Clause 9.2, it shall serve an order of revocation upon the other part and fix a date on which the revocation shall take effect; which shall not be less than 30 days from the date of the said order; and such revocation shall be without prejudice to the action which may be taken against it in under any other law for the time being in force.

4. The Academic Institution may, instead of revoking an appointment under Clause 9.2, permit such appointment to remain in force subject to such further terms and conditions as it thinks fit to impose and as agreed by the verifier in writing, and any further terms or conditions so imposed shall be binding upon and be observed by the other part for digital depository in NVD system and shall be of like force and effect as if they were contained in the initial appointment at the time of signing the agreement.

5. In the event of the agreement being revoked by the Academic Institution, the verifier shall transfer all the records/data to the other constituent depository of NDMLAD system.

10. Notices

All notices or other communications required to be given hereunder shall be in writing, in the English language and delivered either personally or by e-mail, fax requesting delivery receipt or prepaid registered postage with acknowledgement due, to the following address or as otherwise requested in writing by the receiving party in accordance with terms of this clause. Notices delivered personally shall be effective upon delivery and notices delivered by e-mail and fax shall be effective upon sending and successful delivery/ receipt by the party to whom they are addressed. Notices delivered under prepaid registered postage shall be effective seven days from the date of dispatch:

The Academic Institution	For the other part
Attention: Head of the institution of the Academic Institution	Attention: Vice President NSDL Database Management Limited +4th Floor, Trade World A Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel,

	Mumbai – 400 013

11. Force Majeure

1. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.

2. Verifier shall not be liable for penalty, liquidated damages or for default, if and to the extent that, it's delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

3. If a Force Majeure situation arises, verifier shall promptly notify the Academic Institution in writing of such conditions and the cause thereof. Unless otherwise directed by the Academic Institution, verifier shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:

    (i)   Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
        a. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, or typhoon;
        b. Explosion or chemical contamination (other than resulting from an act of war);
        c. Epidemic such as plague;
        d. Any event or circumstance of a nature analogous to any of the foregoing.

    (ii)   Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
        a. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
        b. Strikes, work to rules, go-slows which are either widespread, nation-wide, or statewide and are of political nature;
        c. Any event or circumstance of a nature analogous to any of the foregoing.

12. Resolution of Disputes

1. The Academic Institution and the verifier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with this agreement.

2. Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through the above mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Delhi.

3. Wherever dispute is raised by the Academic Institution during the course of implementation of the agreement/contract, prior legal advice should be sought by the Academic Institution before initiating any such action and the statement of claim for arbitration should also be got vetted by the Academic Institution by obtaining legal and financial advice.

13. Severability

Should any part of this Agreement be declared illegal or unenforceable, the Parties hereto will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement.

14. Entire Agreement

Subject to any terms implied by law, this Agreement along with its Annexure constitutes the entire Agreement between the Academic Institution and the other part and supersedes any previous Agreements or understandings between the parties in relation to the subject matter of this Agreement. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement or otherwise agreed to by mutual consent of both the parties given in writing.

In WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year herein above written

SIGNED by Authorised representative of the Academic Institution By	SIGNED by Authorised representative of other part By Mr. Vijay Gupta
Signature _____ Designation :Registrar Address	Signature _____ Designation: Vice President Address: NSDL Database Management Limited +4th Floor, Trade World A Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013
Witness _____ Name: Address	Witness _____ Name: Address: NSDL Database Management Limited +4th Floor, Trade World A Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013
Place: Date:	Place: Date:

Charges schedule

Verification Charges	Head of charges	Charges (Rs)
Upto 50 Verification of academic awards.	One time Verification fees	Rs. **XXXX**
Option 1	Plan on Cost Per verification basis	Rs. **XXX**/- per verification Rs. **XXX**/- per month
Option 2	Plan with Lump sum fees	Rs. **XXXX** /for 10 verification of awards Rs. **XXXX** /for 25 verification of awards Rs. **XXXX** /for 50 verification of awards
Above 50 Verification of academic awards.	One time Verification fees	Rs. **XXXX**
Option 1	Plan on Cost Per verification basis	Rs. **XXX**/- per verification Rs. **XXX**/- per month
Option 2	Plan with Lump sum fees	Rs. **XXXX** /for 50 verification of awards Rs. **XXXX** /for 75 verification of awards Rs. **XXXX** /for 100 verification of awards

Please select the plan in table above.
For verification in NVD system above 100, the charges will be discussed, mutually agreed & charge schedule will be signed by AI separately.

Notes:	
1	Payment Gateway Charges, Charges levied by UIDAI, Taxes, Printing & Despatch Costs would be charged extra.
2	Verification request can be initiated by the Verifying Entity or by the Student / Award Holder to whom the NAD Certificate is mapped. Both the Users are able to decide whether Verifying Entity should pay the verification fee or the concerned student / award holder.
3	Any service not listed here would be provided based on need and mutual scope and commercial agreement between the Depository